

# TEG EXHIBIT C

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

MAX MINDS, LLC,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
v.	)	Case No.: 1:24-cv-00779-JPH-MG
	)	
TRIANGLE EXPERIENCE GROUP, INC.,	)	
<i>et al,</i>	)	
	)	
<i>Defendants.</i>	)	

**DECLARATION OF ROBERT E. CLARE, JR.**

On behalf of Triangle Experience Group, Inc. (“TEG”), I, Robert E. Clare, Jr., do hereby declare pursuant to 28 U.S.C. § 1746 as follows:

1. I am over the age of eighteen (18) and am competent to testify to the matters set forth in this declaration. Unless otherwise stated herein, the statements contained in this declaration are from my own personal knowledge.

2. I am the Chief Executive Officer of TEG.

3. TEG is a Virginia corporation that was organized under the laws of the Commonwealth of Virginia on or about March 11, 2015. TEG is a service-disabled, veteran owned small business.

4. Since that time, TEG has been in the business of servicing the United States Government with software systems and training designed to aid “the warfighter” – the troops on the ground, in the air and on the sea. TEG aids the United States Government by providing collaborative environment systems for operation centers, such as Pentagon war rooms and other command and operation centers around the country and around the world.

5. Part of TEG's past services in this regard involved a government program sponsored by the United States Air Force known as "ACES," or Advanced Collaborative Enterprise Services, which was run and operated out of the Air Force offices in the Pentagon, in Arlington, Virginia.

6. The ACES program was the subject of a lawsuit by a former business partner, Hadron Industries, Inc. ("Hadron"), solely owned by Klee Dienes. The lawsuit, known as *Hadron Industries, Inc., et al. v. Triangle Experience Group Inc., et al.*, 1:19-cv-00035-LO-MSN (E.D. Va. January 9, 2019) (the "Hadron Lawsuit"), was resolved to the mutual satisfaction of the parties.

7. The Hadron Lawsuit involved a variety of commercial contract and business tort claims, but it did not involve any claims for copyright infringement, misappropriation of any trade secrets, or any claims related to source code. In fact, Hadron's source code for a software known as Photon was never given to TEG, so TEG never possessed that source code or any other source code of Hadron's, and TEG obviously does not today have any source code related to Photon, Hadron or Mr. Dienes.

8. Given the dispute that had arisen between Hadron and TEG, which eventually resulted in the Hadron Lawsuit, in November of 2016, TEG had already moved away from Photon and had contracted with a company named Prysm to provide and develop software related to the ACES program: TEG's C4MAP ("Collaborative Command & Control Mission Application Platform") software.

9. The chief software engineer and employee for Prysm that was in charge of that software development was Brandon Fischer, the sole owner of Max, the plaintiff in this case.

10. On behalf of Prysm, Mr. Fischer developed and provided software known as “Synthesis” to TEG. TEG began to use Synthesis as stopgap, transitional software, and began to work with Mr. Fischer to evaluate Synthesis as a viable option for the C4MAP project.

11. Starting in 2017, when TEG formally decided to change the direction of its software, TEG worked with Prysm in further developing the software. Since Mr. Fischer was the chief engineer and main technical point of contact at Prysm, TEG inquired with Mr. Fischer about Prysm’s interest in this engagement. In early 2018, Mr. Fischer, however, told TEG that he was leaving Prysm and that TEG should wait until he left and until the subsequent expiration of his noncompete agreement with Prysm, and then Mr. Fischer himself would work with TEG to develop this software.

12. TEG waited until Mr. Fischer’s relationship with Prysm had ended to formally negotiate a joint venture with his new company, Max Minds, LLC (“Max”).

13. In the interim, however, Mr. Fischer suggested a meeting in Virginia, so TEG invited Mr. Fischer to review the application of C4MAP, which was using Synthesis at that time, in action at various government facilities.

14. Mr. Fischer, and Mr. Fischer’s employees, had an intimate knowledge of the Synthesis software and had access to its source code prior to leaving Prysm.

15. After leaving Prysm and forming Max, and with the collaboration and instruction of TEG, Mr. Fischer began to develop software called Haptic whose functionality was very similar to the Synthesis software, in fact, it is difficult to tell the difference from simply looking at the applications.

16. Upon information and belief, Max used the Synthesis software to create the foundation for Haptic, as it is highly unlikely that Mr. Fischer had either the resources or time to develop the Haptic software without using Synthesis' source code as a foundation.

17. As set forth, in TEG's discovery responses, TEG does not have the Software and Source Code as Max defines them in its discovery requests, because these versions of Haptic were defective and rejected by the government, despite the fact that TEG paid Max nearly Five Million Dollars to have Max co-develop Haptic with TEG, pursuant to the parties' joint venture agreement.

18. TEG received confirmation of these issues months ago when the National Reconnaissance Office unilaterally reached out to TEG to indicate that Max's software still did not work.

In accordance with 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 23, 2024



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Robert E. Clare, Jr.  
Chief Executive Officer  
Triangle Experience Group, Inc.